

THE HONORABLE JAMES L. ROBART

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICROSOFT CORPORATION,
Plaintiff,
vs.
MOTOROLA, INC., et al.,
Defendants.
MOTOROLA MOBILITY LLC, et al.,
Plaintiffs,
vs.
MICROSOFT CORPORATION,
Defendant.

Case No. C10-1823-JLR

DECLARATION OF SHANE P.
CRAMER IN SUPPORT OF
MICROSOFT'S MOTION FOR COSTS

**NOTE ON MOTION CALENDAR:
FRIDAY, DECEMBER 20, 2013**

I, Shane P. Cramer, hereby declare as follows:

1. I am an attorney at the law firm of Calfo Harrigan Leyh & Eakes LLP, one of the law firms representing Microsoft Corporation ("Microsoft") in the above-captioned matter, and have personal knowledge of the facts stated herein.

2. Attached hereto as **Exhibit A** is a true and correct copy of the docket in this matter, which I caused to be printed off PACER. I have highlighted entries on the docket that reflect fees paid by Microsoft in connection with filing its complaint and *pro hac vice*

DECLARATION OF SHANE P. CRAMER
IN SUPPORT OF MICROSOFT'S MOTION
FOR COSTS - 1 (C10-1823-JLR)

LAW OFFICES
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1 applications in this action. As required by 28 USC § 1914, Microsoft paid a \$350 filing fee
 2 when it filed its complaint. As required by the Court's schedule of fees, Microsoft paid \$150
 3 for every *pro hac vice* application submitted on behalf of an attorney appearing in the case who
 4 was not licensed to practice in Washington. In total, Microsoft has incurred \$2,600 in filing
 5 fees in this matter.

6 3. Attached hereto as **Exhibit B** are true and correct copies of invoices and other
 7 documents reflecting process server fees paid by Microsoft in this matter. Service of the
 8 complaint on defendants Motorola, Inc., Motorola Mobility, Inc., and General Instrument
 9 Corp. was necessary to compel the defendants to appear and answer. The remaining costs
 10 were incurred subpoenaing documents and testimony from third parties that Microsoft and its
 11 counsel reasonably believed would be used in litigating this case. In total, Microsoft incurred
 12 \$1,459 in process server costs for which it seeks reimbursement.

13 4. Attached hereto as **Exhibit C** are records reflecting fees Microsoft paid to
 14 obtain hearing and trial transcripts in this matter. The Court conducted several hearings in this
 15 matter, as well as a bench trial in November 2012 and a jury trial in August 2013. The
 16 amounts for which Microsoft seeks reimbursement include the cost of transcripts from status
 17 conferences, from hearings on various dispositive and pre-trial motions that bore on
 18 Microsoft's allegations that Motorola breached its commitment to license its standard essential
 19 patents on reasonable and non-discriminatory ("RAND") terms, and the cost of trial transcripts
 20 from both the November 2012 bench trial and the August 2013 jury trial. Obtaining copies of
 21 these transcripts was reasonably necessary in order to litigate this action efficiently and
 22 effectively. In total, it cost Microsoft \$28,652.45 to order these transcripts.

23 5. Attached hereto as **Exhibit D** are true and correct copies of invoices from court
 24 reporters and videographers who transcribed and/or video recorded the depositions that were
 25 taken in this action. Some invoices from Merrill Corporation indicate that certain depositions

1 were taken in Case No. 11-cv-1408. This is a typo. All of the invoices included in Exhibit D
2 are from depositions that were taken in this action (Case No. 10-cv-1823). When these
3 depositions occurred and Microsoft ordered the transcripts from them, counsel reasonably
4 believed that obtaining them was necessary to litigate the case in that they would likely be used
5 in connection with pre-trial motions, at trial, or in preparing for trial. Most of these depositions
6 were cited by the parties in support of, or in opposition to, summary judgment motions filed in
7 this case. Several of the transcripts and videos were provided to the Court in lieu of live
8 testimony at the November 2012 trial. Videos of other depositions were played in lieu of live
9 testimony at the August 2013 trial. Many transcripts and videos were used to cross-examine
10 witnesses at the trials. Finally, every witness deposed in this matter was also identified as a
11 potential trial witness by Microsoft and/or Motorola. In total, Microsoft incurred \$137,094 in
12 court reporter deposition costs.

13 6. Attached hereto as **Exhibit E** are true and correct copies of documents
14 evidencing witness fees and mileage Microsoft paid to third parties in connection with
15 subpoenas served in this matter. These fees total \$195.99.

16 7. Attached as **Exhibit F** are true and correct copies of invoices from Lighthouse
17 Document Technologies, Inc. ("Lighthouse"). Lighthouse was Microsoft's e-discovery
18 vendor. Lighthouse's role in this action was to facilitate the production of electronic
19 documents to Motorola in response to Motorola's discovery requests. Lighthouse received
20 electronic data from Microsoft containing electronic documents that Microsoft provided by
21 reason of Motorola discovery requests. This data was loaded into Lighthouse's electronic
22 database, where Lighthouse processed the data so it could be reviewed by Microsoft's outside
23 counsel for responsiveness and privilege and then produced to Motorola in a format that was
24 readable. This processing included, but was not limited to, formatting the documents in the
25 .TIFF format that the parties had agreed to use, Bates numbering the documents, conducting

1 other necessary processing tasks described in the attached invoices, and delivering the
2 documents to Motorola by disc or hard drive.

3 8. In total, this process led to the production by Microsoft of approximately
4 4,350,000 pages in this action. The invoices attached as Exhibit F include work performed by
5 Lighthouse in this case. On the basis of communications with Lighthouse, invoices containing
6 charges for Lighthouse services performed for other Microsoft-Motorola litigation (e.g.,
7 documents that were not produced in this action) have not been included. Microsoft also is not
8 seeking to recover time spent by Microsoft's outside counsel reviewing documents before their
9 production. Microsoft paid Lighthouse \$321,292.70 in connection with the services previously
10 described.

11 9. Attached hereto as **Exhibit G** are true and correct copies of documents
12 evidencing the \$235,600 in premiums Microsoft paid in connection with the \$100 million bond
13 the Court required Microsoft to post in order to enjoin Motorola "from enforcing any
14 injunctive relief it may receive in the German court system relating to" certain patents. (Dkt.
15 No. 261). Account numbers appearing in the invoices have been redacted. The bond was
16 released on June 27, 2013. (Dkt. No. 710). As reflected in the documents, Microsoft paid
17 \$386,000 in bond premiums, but received a \$150,400 refund when the bond was released.

18 I declare under penalty of perjury under the laws of the United States of America that
19 the foregoing is true and correct.

20 DATED this 3rd day of December, 2013 in Seattle, Washington.

21
22 s/ Shane P. Cramer
SHANE P. CRAMER

CERTIFICATE OF SERVICE

I, Florine Fujita, swear under penalty of perjury under the laws of the State of Washington to the following:

1. I am over the age of 21 and not a party to this action.
2. On the 3rd day of December, 2013, I caused the preceding document to be served on counsel of record in the following manner:

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DATED this 3rd day of December, 2013.

s/ Florine Fujita _____
 FLORINE FUJITA